# ENGINEERING DESIGN PHASE CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS

CITY/TOWN OF	, NEW HAMPSHIRE
This AGREEMENT made and entered into at	County, New Hampshire, this
day of20, by and between City/Tow	n of
hereinafter called the OWNER, and	
hereinafter called the ENGINEER.	
WITNESSETH:	
WHEREAS, the OWNER intends to construct Treat	ment Works
hereinafter called the PROJECT, and	
WHEREAS, professional sanitary engineering service	es will be required for the preparation of plans
and specifications and contract documents, and	
WHEREAS, such services are of a distinct professio	nal nature and hence not subject to the bidding
process,	
NOW THEREFORE, in consideration of these premis	ses and of the mutual covenants herein set forth,
the OWNER hereby employs the ENGINEER to furnish the fo	ollowing engineering services in connection with
the proposed PROJECT; and it is agreed by and between the	OWNER and the ENGINEER as follows:

#### I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the EN-				
GINEER agrees to proceed with all engineering				
surveying, drafting, calculations, borings, and other				
work as required and necessary to develop and produced				
final plans, specifications, and associated contract				
documents involved in the construction of treatment works for				
as recommended in an Engineering Report				
dated and/or modified by a Report				
dated The ENGINEER further agrees				
that said services shall include, but shall not necessarily				
be limited to:				

- Plans, Specifications, and Contract Doc-1. uments
  - The preparation of detailed plans, specifications, and contract documents in accordance with the rules and regulations of the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION, ready for the receipt of bids and the award of construction contracts for said construction; the work shall also include the preparation of estimates of the cost of construction based on the contract documents. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs. Assists the OWNER in securing grants or loans by State, Federal and other agency.
  - b. The furnishing of all the necessary subsurface investigations and field surveys required for the preparation and completion of approved plans, specifications, and contract documents.
  - The furnishing of ten (10) copies of the final plans, specifications, and contract documents to the OWNER; three (3) copies of which are to be submitted to the DIVISION. Additional copies to be available at cost to the OWNER.

#### Site Acquisitions 2.

Assistance to the OWNER including preparation of documents for the acquisition of lands, easements, and rights-of-way essential to the construction of the PRO-JECT.

#### II. The OWNER'S Responsibilities

- Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- The OWNER also agrees to comply with DI-VISION and Federal requirements (where applicable) and further agrees to acquire with the assistance of the ENGINEER all the necessary easements, options or outright purchases of land for the locations of said treatment works as shown on the contract plans. The provisions of this section shall be satisfied prior to submission of documents referred to in III (A) below. It is also understood that no approvals of reports or plans and specifications or other associated documents will be made by the DIVISION without fulfillment of this requirement.

#### III. **Time Of Completion**

- The ENGINEER agrees that he will submit to the DIVISION for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER, the completed final plans, specifications, contract, and associated documents in compliance with the current issue of the DIVISION's standards of design within \_\_\_\_\_ consecutive calendar days following the execution of this AGREEMENT, and deliver same to the OWNER within \_\_\_\_\_ calendar days following the date of final approval by the DIVISION.
- It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGI-NEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08, or the Assessment of liquidated damages as provided for under RSA 485-A: 4, XII.

1/25/02 Design.doc

## IV. Compensation to be Paid the ENGINEER

2.

- A. Method of Payments Amounts of Fees
  - 1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

The OWNER agrees to pay and the ENGI-

_	ees to accept for all a IENT, a fee not to ex	
		Dollars
(\$	).	

- 3. If separate documents are required for additional construction contracts on this PRO-JECT, an additional fee as approved by the DIVISION shall be paid to the ENGINEER.
- 4. Prior to formal approval of contract documents by the DIVISION, the ENGINEER shall make such revisions in them as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval, if it becomes necessary to revise the contract documents for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER subject to approval by the DIVISION.
- B. Limits of All Payments
  - 1. The ENGINEER hereby assures the OWNER and agrees that the following fee for his services (exclusive of surveys, borings, and certain special services which follow) in connection with the preparation of final plans, specifications, and contract documents and other work as generally described under I(A) is adequate to complete the assignment and shall not exceed

		Dollars
(\$	).	

2. It is also agreed that payment to the ENGINEER for services in relation to engineering surveys, including layout and logging of borings, probings or seismic surveys, together with plats and project related special services shall be at actual cost. Actual cost shall include compensation to the ENGINEER for his work performed on these services. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

4. It is also agreed that payment to the ENGI-NEER for services in relation to cadastral surveys and other work associated with the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT shall be at actual cost as defined in IV (B) 2. The ENGI-NEER further agrees that the work proposed under this item is enough to provide adequate sites, easements, and rights-of-way to permit the unencumbered construction, operation, and maintenance of the completed project without interference in any way. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

	Dollars
\$ ).	

## V. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be\*

### (name and address)

\* Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant may be considered basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWN-ER, and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except surveys and borings and other special services) under this AGREEMENT without the prior approval and written consent of the OWNER.
- F. It is further agreed that the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the necessary easements, options or outright purchases of land have been secured to provide for location of treatment works and other associated structures and equipment as shown on the contract plans or described in the specifications. Similar documentation will be submitted on approvals from the State Department of Transportation and/or other state agencies regarding location of treatment works within rights-of-way and other lands under their jurisdiction.

### VI. Termination

The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER be entitled to compensation for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed
their hand and seals at
ENGINEER:
By:
(Authorized Representative*)
Date:
OWNER:
Ву:
By: (Authorized Representative*)
Date:
APPROVED:**
DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division
By: (Authorized Representative)
,
Date:

- \* Signatures should be supported by appropriate document.
- \*\* It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Approved	d as to form:
Town Co	unsel
	At a meeting of the Partners/Directors of
held on _	, at which all the Partners/Directors were present, except
	, it was
	VOTES: That all contracts may be signed by any one of the following:
	A true copy
	Attest:
	Place of Business:
	Date of this Contract:
	I hereby certify that I am the Clerk of
that	is the duly elected
and that t	he above vote has not been amended or rescinded and remains in full force and effect as of this date.
	Clerk

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF					Form Approved DES 11/00	
PART I - GENERAL						
1. GRANTEE / LOANEE		2. GRANT/LOAN NO.				
3. NAME OF CONTRACTOR OR SUBCONTRACTOR				4. DATE	E OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (	Include ZIP)	6. T	YPE OF SERV	ICE TO BE	FURNISHED	
PART II -	· COST SUMMAR	RY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOUR RAT		MATED OST	TOTALS	
		1				
		1				
DIRECT LABOR TOTAL:						
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BAS		MATED COST		
		1				
INDIDECT COCTS TOTAL						
INDIRECT COSTS TOTAL:  9. OTHER DIRECT COSTS						
a. TRAVEL			ESTI	MATED		
u. IRIVEL				OST		
(1) TRANSPORTATION						
(2) PER DIEM						
TRAVEL COSTS TOTAL:						
b. EQUIPMENT, MATERIALS, SUPPLIES		900		MATED		
(Specify categories)	QTY	COS	Т	OST		
		+				
EQUIPMENT SUBTOTAL:						
c. SUBCONTRACTS			ESTI	MATED		
			C	OST		
CLID CONTRACTE CLID TO TA						
SUBCONTRACTS SUBTOTA  d. OTHER (Specify categories)	.L:		ECTI	MATED		
d. OTHER (Specify categories)		OST				
OTHER SUBTOTAL:						
e. OTHER DIRECT COSTS TOTAL:						
10. TOTAL ESTIMATED COST						
11. PROFIT						
12. TOTAL PRICE				•		

					E SUMMAR				
COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES 3. (Indicate basis for price comparison)						MARKET RICE (S)	PROPOSED PRICE		
			PART IV -	DIRECT LA	ABOR BY CA	TEGORY			
14. INSERT THE APPRO NOT BE LIMITED TO SUBSURFACE, CAD SERVICES, ETC.	O THOSE CA	ATEGORIE	S SHOWN I	N THE CON	TRACT DO	CUMENTS S	SUCH AS DES	IGN, SURVEY	7,
Work category							Total Hours	Rate	Cost
Project Manager	<u> </u>								
Project Engineer									
Staff Engineer									
Resident Inspector									
Draftsman									
Technician									
Clerical									

Total - Direct Labor Cost